

Pro Se 1 (Rev. 12/16) Complaint for a Civil Case

UNITED STATES DISTRICT COURT

for the

NORTHERN District of TEXAS

DALLAS Division

FILED-USDC-NDTX-DA
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ORIGINAL

3-24CV1392-L

Case No.

(to be filled in by the Clerk's Office)

MONTERIO WESCO

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

Jury Trial: (check one) ☐ Yes ☒ No

NAVY FEDERAL CREDIT UNION

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

COMPLAINT FOR A CIVIL CASE

I. The Parties to This Complaint

A. The Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name

MONTERIO WESCO

Street Address

1137 Harvest Hill Cir

City and County

Desoto, Dallas

State and Zip Code

TX, 75115

Telephone Number

464-888-1547

E-mail Address

Wesco-Monterio@yahoo.com

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known). Attach additional pages if needed.

Pro Se 1 (Rev. 12/16) Complaint for a Civil Case

Defendant No. 1

Name
Job or Title *(if known)*
Street Address
City and County
State and Zip Code
Telephone Number
E-mail Address *(if known)*

NAVY FEDERAL CREDIT UNION
Financial Institution
820 Follin Lane
Vienna, Fairfax
VA, 22180
1-888-842-6328

Defendant No. 2

Name
Job or Title *(if known)*
Street Address
City and County
State and Zip Code
Telephone Number
E-mail Address *(if known)*

Defendant No. 3

Name
Job or Title *(if known)*
Street Address
City and County
State and Zip Code
Telephone Number
E-mail Address *(if known)*

Defendant No. 4

Name
Job or Title *(if known)*
Street Address
City and County
State and Zip Code
Telephone Number
E-mail Address *(if known)*

II. Basis for Jurisdiction

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? (check all that apply)



Federal question



Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

A. If the Basis for Jurisdiction Is a Federal Question

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

Federal Reserve 16 pt 1, 2, Federal Reserve Act 29, a, b, d
Truth In Lending Act, Bill of Exchange Act, Equal credit opportunity Act.

B. If the Basis for Jurisdiction Is Diversity of Citizenship**1. The Plaintiff(s)****a. If the plaintiff is an individual**

The plaintiff, (name) _____, is a citizen of the
State of (name) _____.

b. If the plaintiff is a corporation

The plaintiff, (name) _____, is incorporated
under the laws of the State of (name) _____,
and has its principal place of business in the State of (name) _____.

(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)

2. The Defendant(s)**a. If the defendant is an individual**

The defendant, (name) _____, is a citizen of
the State of (name) _____. Or is a citizen of
(foreign nation) _____.

b. If the defendant is a corporation

The defendant, (name) _____, is incorporated under the laws of the State of (name) _____, and has its principal place of business in the State of (name) _____.
Or is incorporated under the laws of (foreign nation) _____, and has its principal place of business in (name) _____.

(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because *(explain)*:

III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

see additional pages

IV. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

see additional pages

STATEMENT OF CLAIM

1. MONTERIO WESCO is a resident of Dallas County in the state of Texas.
2. NAVY FEDERAL CREDIT UNION is a business entity registered to do business in (Dallas County) state of Texas.
3. This action is for Breach Of Contract. It exceeds the amount of \$75,000 and this is being filed in United States District Court for the Northern District Of Texas Dallas Division with the proper venue and jurisdiction.
4. In June of 2023 Plaintiff MONTERIO WESCO entered a consumer credit transaction involving a revolving open end consumer credit card with NAVY FEDERAL CREDIT UNION . (see attached contract labeled exhibit A)
5. on April 23, 2024 Plaintiff MONTERIO WESCO Tendered a Negotiable Instrument to Defendant NAVY FEDERAL CREDIT UNION with Accord and Satisfaction as a Performance to the Contract. (see attachment labeled B1 and B2)
6. on May 10, 2024 Plaintiff MONTERIO WESCO again Tendered a Negotiable Instrument to Defendant NAVY FEDERAL CREDIT UNION with Accord and satisfaction as a Performance to Contract. (see attachment labeled C1 and C2)
7. on May 22 , 2024 Plaintiff once again for the 3rd attempt Tendered a Negotiable Instrument to Defendant NAVY FEDERAL CREDIT UNION with Accord and Satisfaction as a Performance to contract. (see attachment D1 and D2)
8. On all 3 attempts Defendant NAVY FEDERAL CREDIT UNION received instructions pertaining to the Principal balance. And where to Transfer the Principal Balance. (see attachment labeled B1, C1, D1)

9.The Defendant refused to carry out fiduciary duties for Plaintiff MONTERIO WESCO and also refused to Carry out the Accord and Satisfaction Performance.(see attachments B5,C4,D4)

10.Plaintiff also Delivered Certified POA to defendant NAVY FEDERAL CREDIT UNION.(see attachment B3)

11.On all 3 occasions Plaintiff Delivered instruments via Certified Mail with USPS.(see attachments labeled B4,C3,D3)

12.Plaintiff was deprived of the Goods/Proceeds in the Contract Sale.

13.Defendant NAVY FEDERAL CREDIT UNION also closed account ending in 1520.

14.The Defendant refuses to return negotiable instruments back to Plaintiff.

15.Defendant violated chapter 16 of the Texas Civil Practice and Remedied Code.

16.Plaintiff is seeking to have all payments reverted back to him Due to the Breach.(see attachments B2,C2,D2)

RELIEF

1.Special Performance of the contract or restitution of one hundred thousand dollars (\$100,000) seeing that Defendant NAVY FEDRAL CREDIT UNION has closed account and taken the \$11,000 credit that's owed per month for which the account hasn't been set off in 9 months.

2.That the Defendant be responsible for the cost of this action.

3.And whatever the court deems appropriate and Just.

V. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing:

6/6/2024

Signature of Plaintiff

Printed Name of Plaintiff

MONTERIO WESCO
MONTERIO WESCO**B. For Attorneys**

Date of signing:

Signature of Attorney

Printed Name of Attorney

Bar Number

Name of Law Firm

Street Address

State and Zip Code

Telephone Number

E-mail Address

Navy Federal Credit Union® Credit Card Pricing Terms
 The Credit Card Pricing Terms is part of your Credit Card Agreement and Disclosure.
 It provides cost, fee, and other important information about your account.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases, Balance Transfers, and Convenience Checks	
Platinum	11.24% to 18.00%
GO REWARDS®	14.24% to 18.00%
cashRewards	14.90% to 18.00%
Navy Federal More Rewards American Express® Card	14.90% to 18.00%
Visa Signature® Flagship Rewards	15.24% to 18.00%
nRewards® Secured	18.00%
	This APR will vary with the market based on the U.S. Prime Rate.
Cash Advance APR	2% above your variable APR. This APR will vary with the market based on the U.S. Prime Rate.
Penalty APR and When It Applies	18.00% This APR may apply to your account if you: <ul style="list-style-type: none"> are over 60 days past due or make a payment that is returned and causes your account to be over 60 days past due. How long will the Penalty APR apply? If your APRs are increased for either of these reasons, the Penalty APR will apply until you make 6 consecutive minimum payments when due.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances, Balance Transfers, and Convenience Checks on the transaction date.
Minimum Interest Charge	None
For Credit Card Tips From the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore .

Fees	
Annual Fees	
<ul style="list-style-type: none"> nRewards Secured, Platinum, cashRewards, GO REWARDS, Navy Federal More Rewards American Express® Card Visa Signature Flagship Rewards¹ 	<ul style="list-style-type: none"> None \$49.00
Transaction Fees	
<ul style="list-style-type: none"> ATM Cash Advance Foreign Transaction 	<ul style="list-style-type: none"> None if performed at a Navy Federal branch or ATM. Otherwise, \$0.50 per domestic transaction or \$1.00 per foreign transaction. None
Penalty Fees	
Late Payment ² Returned Payment	<ul style="list-style-type: none"> Up to \$20.00 Up to \$20.00

How We Will Calculate Your Balance: We use a method called "average daily balance (including new transactions)." See your account agreement for more details.

Loss of Introductory APR: You may lose your Introductory APR if the Penalty APR applies to your account.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

Variable Rate Information: Your Standard APR will vary based on the U.S. Prime Rate. This means your APR could increase if the U.S. Prime Rate increases or decrease if the U.S. Prime Rate decreases. An increase or decrease in your APR will affect the total amount of interest you pay and your Minimum Payment Due amount. Your APR is adjusted monthly on the first business day of the month; it is determined by adding a Margin to the U.S. Prime Rate published in the *Wall Street Journal* on the first day of the previous month. Your Margin will range from 2.74% to 16.74% based on product type.

Monthly Periodic Rate Information: Your account is charged interest monthly using a periodic rate. The monthly periodic rate for your Standard APR for Purchases, Balance Transfers, and Convenience Checks (if requested) is 0.9367% to 1.5000%. The monthly periodic rate for your Cash Advance APR is 1.1034% to 1.5000%. The monthly periodic rate for your Penalty APR is 1.5000%.

¹ **Annual Fees:** If you have been issued a Visa Signature Flagship Rewards Card, you will be billed the annual membership fee. This charge will appear on your first statement, and annually thereafter. Only one fee will be charged to your account regardless of the number of cards issued on the account.

² **Late Payment Fee:** You will be required to pay a late payment fee of up to \$20.00 if you do not pay at least the minimum payment by the payment due date on your statement. Navy Federal may also assess the late payment fee every month thereafter that you are past due.

Other Fee: Returned convenience check fee—\$20.00.

The Navy Federal More Rewards American Express® Card is issued and administered by Navy Federal Credit Union. American Express is a federally registered service mark of American Express and is used by the issuer pursuant to a license.

Four Agreement With Us

This Credit Card Agreement and Disclosure ("Agreement") is your contract with us. The Credit Card Pricing Terms is part of this Agreement and provides cost, fee, and other important information about your account. Provisions of this Agreement are severable. If any provision of this Agreement is held by a court of law to be invalid or unenforceable, the rest of this Agreement will not be affected. Virginia law will be used to interpret this Agreement unless federal law applies.

As used in this Agreement, the word "you" means each and every person signing, using, or having a credit card account with Navy Federal Credit Union, referred to as "we," "us," or "Navy Federal."

Please read all of this Agreement carefully and keep it for your records. By using your credit card account, you agree to all the terms of this Agreement.

Contacting Us

All correspondence to us relating to this Agreement should be addressed to Navy Federal Credit Union, PO Box 3501, Merrifield, VA 22119-3501. You may also contact us electronically through online banking at navyfed.org or call us toll-free in the U.S. at 1-888-842-6328. For toll-free numbers when overseas, visit navyfed.org. Use 1-703-255-8837 for collect international calls. Information concerning Navy Federal Credit Cards may be obtained at navyfed.org.

Cardholder Signature

Your card is not valid unless it is signed. Sign the back of your card immediately upon its receipt.

Transaction Categories

Purchase. A transaction to buy or lease goods or services. Balance Transfers, Cash Advances, and Convenience Checks are not Purchases. Fees are categorized as Purchases on your periodic statement and are included in your Purchases balance.

Balance Transfer. A transfer of a balance from another creditor (i.e., not Navy Federal) to your account.

Cash Advance. A transaction to get cash, deposit funds, or purchase cash-like items or services. Cash-like items or services include items that are identified as money orders, wire transfers, traveler checks, foreign currency, cryptocurrency or similar digital currency, lottery tickets, gaming chips, off-track wagers, offline and online betting transactions or other methods of gambling, and other similar items.

Convenience Check. A check provided by us to access credit from your account. Additional terms and conditions apply.

Your Credit Limit and the Maximum Amount You Owe Navy Federal

The maximum amount you may owe us at any time is the amount of your assigned credit limit, any overflow amount, and any interest and fees that have accrued. Transactions you make may either cause your account balance to exceed your credit limit or increase an existing over limit amount. When this happens, it does not mean your credit limit has been increased. If you exceed your credit limit for any reason at any time, you remain responsible for payment of all charges, including any fees and any amount over the credit limit. You may apply for an increase to your credit limit through our mobile app, online at navyfed.org, by telephone, or by mailing a completed credit card application form to us. (Refer to the Contacting Us section of this Agreement.) A request for additional credit may involve a credit bureau inquiry to review your consumer credit report. We reserve the right to determine your credit and/or cash line and may increase, decrease, or restrict it at any time.

Promise to Pay

You agree to pay us the amount of all purchases and cash advances that you, your joint cardholder, and Authorized Users make using your credit card or any other access device. You agree to pay the total of any interest charges and other charges or fees due on your account. The joint cardholder also promises to pay all amounts owed to us. If you allow another person to use your credit card, you are responsible for paying for their purchases and cash advances.

For purposes of this section, "you" does not mean Authorized Users of credit card accounts.

a. **Security Interest Specific for Credit Cards.** You acknowledge and pledge, specifically as a condition of your use of the credit card, that you have voluntarily granted Navy Federal a security interest in all of your individual and joint share accounts at Navy Federal. If your credit card loan becomes delinquent, this security interest may be used without further notice to pay all or part of such delinquency. This security interest does not apply to shares in an Individual Retirement Account (IRA).

b. **Statutory Lien.** You acknowledge and pledge to Navy Federal a statutory lien in your shares and dividends on deposit in all joint and individual accounts and any monies held by Navy Federal now and in the future, to the extent of any loan made and any charges payable. The statutory lien does not apply to shares in any IRA.

c. **Additional Security Interest.** You acknowledge and pledge to Navy Federal a security interest in the collateral securing loan(s) that you have with Navy Federal now and in the future, including any type of change or increase, and any proceeds from the sale of such collateral and of insurance thereon, not to exceed the unpaid balance of the loan. This security interest in collateral securing other loans does not apply to loan(s) on your primary residence.

Payments

Payment Instructions

Payments may be made by mail, by electronic transfer, or at a branch in person. All payments must be made in U.S. dollars. Payments you mail must be addressed to Navy Federal, PO Box 3500, Merrifield, VA 22119-3500. Payments we receive by mail at this address by 5:00 pm will be credited the same day. In some cases, available credit may be delayed until the payment is verified. Mailed payments to your credit card account may not be commingled with funds designated for credit to other Navy Federal accounts. We will accept late or partial payments without forfeiting any of Navy Federal's rights under this Agreement. Payments that are marked "paid in full" and that are of an amount less than the balance on the credit card account, or that are marked with any other restrictive endorsements, should be sent to PO Box 3105, Merrifield, VA 22116, Attn: Credit Card Division.

Minimum Payment Due

Your monthly statement will tell you: the total amount that you owe us, including interest and fees charged during the billing cycle; the minimum payment that you must make; and your payment due date.

(1) If your New Balance is less than \$20, your Minimum Payment Due will be:

- Your New Balance (which includes any Past Due Amount)

(2) If your New Balance is at least \$20, your Minimum Payment Due will be any Past Due Amount, PLUS the greater of:

- \$20

OR

- 1% of your New Balance (excluding interest and fees charged during the billing cycle) rounded up to the nearest whole dollar; PLUS interest and fees charged during the billing cycle.

Your Minimum Payment Due will never be more than your New Balance. You may pay the New Balance in whole or in part at any time. You may pay more than the Minimum Payment Due, up to the amount of your New Balance.

Payment Allocation

In general, we will apply your minimum payment to interest and fees first before applying it to principal balances. If your account has balances with different APRs, we will apply the minimum payment first to the balance with the lowest APR before balances with higher APRs. Any payment amount in excess of the minimum payment will be allocated to the balance with the highest APR and any remaining portion to the other balances in descending order based on the APR.

Transactions Made in Foreign Currency

Visa®

All Visa purchases and cash advances will be billed to you in U.S. dollars. The rate of exchange used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date and may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date.

Mastercard®

All Mastercard purchases and cash advances will be billed to you in U.S. dollars. Currently, the rate of exchange used is either a government-mandated rate or a wholesale rate determined by Mastercard International for the processing cycle in which the transaction is processed. This rate of exchange may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

American Express®

All American Express® purchases and cash advances will be billed to you in U.S. dollars. Purchases and cash advances in a foreign currency will be converted to U.S. dollars. The rate of exchange used for processing international transactions is a rate selected by American Express®.

Annual Percentage Rates (APRs) and Interest Charges

APRs

Your account is assigned APRs for purchases, balance transfers, convenience checks, and cash advances. These APRs are used to calculate your interest charges. See the Credit Card Pricing Terms for the APRs that apply to your account transactions.

Variable APR

Unless noted otherwise, your APR will vary based on the U.S. Prime Rate published in the *Wall Street Journal*. This means your APR will increase if the U.S. Prime Rate increases and decrease if the U.S. Prime Rate decreases. An increase or decrease in the APR will increase or decrease the total amount of interest you pay and your Minimum Payment Due amount. Therefore, the amount of your minimum payment applied to interest will increase or decrease.

Your APR for purchases, balance transfers, and convenience checks, if you request them, is your "Standard APR." Your Standard APR is adjusted monthly on the first business day of the month; it is determined by adding a Margin to the U.S. Prime Rate published in the *Wall Street Journal* on the first day of the previous month. Your Margin for your Standard APR may be found in the Variable Rate Information paragraph under the Credit Card Pricing Terms table. Your cash advance APR is 2.00% higher than your Standard APR, not to exceed the maximum permitted by law. For example: If the U.S. Prime Rate is 4.00% and your Margin is 9.00%, then your variable APR for purchases, balance transfers, and convenience checks will be 13.00% APR (4.00% U.S. Prime Rate + 9.00% Margin = 13.00% APR). Your APR for cash advances will be 15.00% APR (4.00% U.S. Prime Rate + 9.00% Margin + 2.00% cash advance added rate = 15.00% APR).

Promotional APRs

If your account is eligible for one or more introductory promotional APRs, the Credit Card Pricing Terms sets forth the APR amount, its duration, and the corresponding Standard APR and cash advance APR applicable to your account at the time it is opened. If a promotional rate is offered after your account is opened, the terms applicable to that promotional APR will be provided at that time. After the promotional APR expires, the remaining balance incurred under the promotion will be subject to your Standard APR or cash advance APR, as applicable.

Penalty APR

If you do not make your minimum payment by the due date and your account is over 60 days past due or you make a payment that is returned and causes your account to be over 60 days past due, your account will be subject to the Penalty APR. The Penalty APR will be applied to any and all transactions and outstanding balances on your account, including those with Promotional APRs. The Penalty APR will be effective at least 45 days after your account becomes subject to it.

How We Calculate Your Interest Charges

To calculate your interest charges, Navy Federal uses your periodic rate, which is determined by dividing your APR by 12. Navy Federal then calculates monthly interest charges on your account by applying the periodic rate to the average daily balance of your account, including current transactions. To calculate the average daily balance, we take the beginning balance of your account each day, add any new purchases and cash advances, and subtract any payments, credits, and unpaid interest charges. The resulting total is the daily balance. We then add together all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This amount is your average daily balance.

Lost or Stolen Cards, Account Numbers, or Checks—Liability for Unauthorized Use

If you notice the loss or theft of your credit card or possible unauthorized use of your card account, you should write to us or call us immediately at the address or telephone number included in the Contacting Us section of this Agreement. You may also contact us on the web at navyfed.org. You will not be responsible for charges made to your account that are found by us to be unauthorized.

Consumer Reporting Agencies

Navy Federal may report information about your credit card account to consumer reporting agencies. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. Information may be reported in your name and your Authorized Users' names, if any. We may also access your consumer credit report for any permissible purpose under the Fair Credit Reporting Act, including periodic reviews of your creditworthiness, collections, and future credit line increases or decreases, and to display your credit score within your online banking and mobile access.

Default

We may close your account or require immediate repayment of your total account balance, to the extent allowed by law, if any of the default events occur:

- You violate any terms of this Agreement;
- You do not pay the amount due, as listed on your monthly statement;
- You have a returned payment that causes your account to be delinquent;
- You default under another account agreement you have with us;
- You file bankruptcy, or some other insolvency proceeding is filed by or against you;
- You are declared incompetent, mentally incapacitated, or in the event of your death;
- We determine that there has been a substantial adverse impact on your ability to repay the balance on this account;
- We determine that you have engaged in suspicious, fraudulent, illegal, dishonest, or deceptive activities with respect to any of your Navy Federal accounts; or
- If the amount of deposited funds held as security on your share secured card (if you have one) is insufficient.

If we require immediate repayment of your total account balance, we may also declare due and payable all costs relating to the collection of your account, including, but not limited to, unassessed interest charges, court costs, expenses, and attorney fees.

Navy Federal may obtain any information it deems necessary to cure or collect the default amount, including your current contact information, as permitted by law. Contact to your employer will be limited to obtaining current contact information.

You may have a Penalty APR applied to your account under certain circumstances. Refer to the Annual Percentage Rates (APRs) and Interest Charges section of this Agreement for more information.

Closing or Suspending Your Account

We may, without notice or demand, close your account or suspend your account by ceasing use of the credit line. You may close your account with us at any time. To do so, call or write to us using the contact information in the Contacting Us section of this Agreement. You may close your account without being charged any fees up until the time you use the account or make a payment on the account after receiving a billing statement. If we close or suspend your account, or if you close your account, you must pay us all amounts you owe on the account, even if they post to your account after it is closed or suspended. We may cancel your current card and issue you a substitute card at any time. Every card issued by Navy Federal is the property of Navy Federal.

How We May Contact You

You expressly agree that to service your account or to collect any amounts you may owe us, we or authorized parties may call you and send text messages to you. We may use prerecorded/artificial voice messages or an automatic dialing device to contact you at any telephone number associated with your account, including mobile telephone numbers, which could result in charges to you. You also expressly consent that we may send email messages regarding your account to your email address. In addition, we may send you communications related to your account through the U.S. mail or other mail service.

You agree to notify us promptly of any changes to your contact information, including your name, mailing address, telephone number(s), and email address(es).

Use of Card for Illegal or Risky Transactions

It is your responsibility to comply with all laws when using your Navy Federal Credit Card. You agree to hold us harmless for any damages or other liability arising from a transaction initiated by you or your Authorized User, if any, for the purpose of conducting an illegal activity. We reserve the right to decline authorization of transactions for activities we believe may violate law or pose significant risk to us or our members.

Your Billing Rights: Keep This Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find a Mistake On Your Statement

If you think there is an error on your statement, write to us at the address provided in the Contacting Us section of this Agreement or at navyfed.org. In your letter, give us the following information:

- **Account information:** Your name and account number
- **Dollar amount:** The dollar amount of the suspected error
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- within 60 days after the error appeared on your statement.
- at least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing or electronically. You may call us, but if you do, we are not required to investigate any potential errors, and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

- 1) Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
- 2) Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that account.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us telling us that you still refuse to pay within one complete billing cycle. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question, even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- 1) The purchase must have been made in your home state within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- 2) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- 3) You must not have yet fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing or electronically at the address provided in the Contacting Us section of this Agreement or at navyfed.org. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Notice of Claim

Neither you nor Navy Federal may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Agreement or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Agreement, until such party has notified the other party of such alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action.

Notice Concerning Use of an Automatic Teller Machine (ATM)

Be alert. Do not use the ATM if the lights are not in operation or you see suspicious activity. Take someone with you if you must make a transaction at night. If you sense someone attempting to view your transaction, cancel the transaction and leave. Remember to take your card, cash, and receipt and put them away. Count your money only when you are safely away from the ATM area. Immediately report all crimes to the operator of the ATM and to local law enforcement officials.

Fees

The following fee information is in addition to the fee information found in the Credit Card Pricing Terms.

Annual Fees

If you have been issued a Visa Signature Flagship Rewards Card, you will be billed the annual membership fee. This charge will appear on your first statement, and annually thereafter. Only one fee will be charged to your account regardless of the number of cards issued on the account. If you do not want to pay the annual fee, you may request that your account be closed any time prior to the last day of the anniversary month when the account was opened. Upon closing your account, your annual fee for the period will be credited back to your account and reflected on your next statement. To make this request, you may contact us at the phone numbers, website, or address provided in the Contacting Us section of this Agreement.

Late Payment Fee

You may be required to pay a late payment fee of up to \$20.00 if you do not pay at least the minimum payment by the payment due date on your statement. Navy Federal may also assess the late payment fee every month thereafter that you are past due.

Authorized Users

Adding an Authorized User

You or a joint owner may request to add Authorized Users to your account, subject to a maximum number set by Navy Federal. You may make the request by phone, in writing, or at navyfed.org using the information provided in the Contacting Us section of this Agreement. You are responsible for obtaining permission from each Authorized User before naming him or her as an Authorized User on your account. We will need the following information for each requested Authorized User:

- Full name as it should appear on the card
- Date of birth
- Social Security number
- Address
- Telephone number
- Access Number if a Navy Federal Member

You are responsible for:

- any transaction made by an Authorized User on your account.
- any transaction made by an Authorized User before they were removed from your account, even if the transaction posts after the date of the removal request.
- any transactions made by others if an Authorized User allows them to use your account.
- fees and charges resulting from any transaction made by an Authorized User or others, if an Authorized User allows them to use your account.

Spend Limits

You have the ability to limit the amount of your credit line an Authorized User can access by adjusting their Spend Limit. To adjust your Authorized User's Spend Limit, contact us by telephone or access the Manage Card Holder's Limits feature through our online banking service.

Authorized Users can:

- make transactions, including purchases, balance transfers, and cash advances on your account;
- report their own card lost or stolen;
- initiate billing disputes;
- make payments;
- obtain certain account information such as transaction history;
- request they be removed from the account as an Authorized User;
- change their own address and phone number; and
- request a credit balance refund.

Navy Federal may, from time to time and without notice, modify what Authorized Users can do.

Amendment to This Agreement and Changes to Benefits

Amendments

Navy Federal may amend and change this Agreement, including rates, by providing an advance written notice of the changes to you when required by law. However, we may reduce charges, fees, and rates without sending you an advance notice.

Changing Benefits

Credit card benefits offered as part of your credit card account—such as rewards, services, and other features—may be modified or discontinued at any time for any reason. Separate terms and conditions apply to these and other benefits associated with your credit card account.

Military Lending Act Protections

Under the Military Lending Act, the following statement applies to covered borrowers (active duty servicemembers and their dependents) with accounts established on or after October 3, 2017:

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36%. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

If you would like to hear the statement above and/or hear your credit card account payment obligation communicated to you orally, please call 1-800-667-9596.

B1

Claim Of Credits

I Wesco, Monterio/agent on behalf of MONTERIO WESCO/Principal, hereby accept all titles, rights, interest, and equity owed to MONTERIO WESCO/Principal.

I hereby instruct CFO (John Collins) to transfer Principal balance of (\$11,353.14) to the Principals account (4060955752941520) for set off. It's been brought to my attention that the contractual agreement attached to account (4060955752941520) is a void and unreasonable contract seeing that contract states that all payments must be made in U.S. dollars. This is a open end consumer credit plan for which debt must be paid on the face of the evidence and paying in U.S. dollars is against Federal Laws and violates Truth In Lending Act which protects consumers from inaccurate and unfair credit billing. I also request that account be opened back up seeing that I am the original Creditor and did not give authorization for closure of account. I Wesco, Monterio/Agent on behalf of MONTERIO WESCO/Principle request that contract be amended and all issues be resolved.

I also instruct CFO (John Collins) to communicate in writing within 5 business days giving reason of non-performance of fiduciary duties.

If no communication is made within 5 business days I Wesco, Monterio/agent on behalf MONTERIO WESCO/Principal can assume that instructions have been completed.

**Credit Card Information Letter**

Date (MM/DD/YY)

04/18/24

Member's Name

MONTERIO J WESCO

Credit Card Account No. (Last 4 Digits)

1520

Dear MONTERIO J WESCO

We are pleased to furnish the following requested information concerning this credit card account:

Account Status

Opening date (MM/DD/YY)	Current balance	<input type="checkbox"/> The account is open.	Last statement balance
Last payment amount	Last payment date (MM/DD/YY)	<input type="checkbox"/> This account was closed at the request of the cardholder. Date	
<input type="checkbox"/> This account was closed by Navy Federal. Date		<input type="checkbox"/> The required monthly payment includes any amount past due PLUS the greater of \$20.00 OR the sum of 1% of the New Balance (excluding interest and fees) PLUS interest and fees charged during the billing cycle. If the New Balance is less than \$20, the minimum payment is the amount of the New Balance (which includes any Past Due Amount.)	
The payoff amount is \$ 11,353.14	Good through (MM/DD/YY) 04/23/24	<input type="checkbox"/> The cardholder has paid as agreed.	
The previous card ending in	Was closed on (MM/DD/YY)		
As of the date of this letter, the credit limit on the account is		As a result, the new card ending in was established.	

Transaction Information

Merchant name		
Amount	Transaction date (MM/DD/YY)	Posting date (MM/DD/YY)

Cardholder Removal Information

<input type="checkbox"/> Joint cardholder	Name: First	MI	Last	Suffix
<input type="checkbox"/> Authorized user				
<input type="checkbox"/> The joint cardholder was removed on _____ and is no longer financially responsible for the account as of that date. Date (MM/DD/YY)				
<input type="checkbox"/> The authorized user was removed on _____ and was not financially responsible for the account. Date (MM/DD/YY)				

For Credit Card Inquiry Use Only

Account Auditor

Credit Card Servicing
PO Box 3501

Merrifield, VA 22119-3501

1-888-842-6328

Pay To Bearer
Eleven Thousand Three Hundred Fifty Three and 14/100

\$ 11,353.14

DURABLE POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, SUBTITLE P, TITLE 2, ESTATES CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO. IF YOU WANT YOUR AGENT TO HAVE THE AUTHORITY TO SIGN HOME EQUITY LOAN DOCUMENTS ON YOUR BEHALF, THIS POWER OF ATTORNEY MUST BE SIGNED BY YOU AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW, OR A TITLE COMPANY.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until:

- (1) you die or revoke the power of attorney;
- (2) your agent resigns or is unable to act for you; or
- (3) a guardian is appointed for your estate.

DESIGNATION OF AGENT

I, Monterio wesco, of 1137 Harvest Hill Cir DeSoto Texas, telephone number 4698881547, and email address Wesco_monterio@yahoo.com, appoint Wesco Monterio, of 1137 Harvest Hill Cir DeSoto Texas, telephone number 4698881547, and email address Wesco_monterio@yahoo.com, as my Agent (or "Attorney-in-fact") to act on my behalf in any lawful way with respect to all of the following powers that I have listed below.

DESIGNATION OF SUCCESSOR AGENT

If the designated Agent is unable or unwilling to serve for any reason, I appoint Wesco Monterio, of 1137 Harvest Hill Cir DeSoto Tx 75115, telephone number 4698881547, and email address Wesco_monterio@yahoo.com, as my alternate or Successor Agent, to serve with the same powers and discretions.

REVOCATION OF PAST POWER OF ATTORNEY

I hereby revoke or terminate any and all general powers of attorney and special powers of attorney that have been previously signed by me.

GRANT OF GENERAL AUTHORITY

I grant my agent(s) general authority to act for me with respect to the following subjects:

- Real property transactions (the Durable Power of Attorney will need to be recorded if the agent uses it with respect to a real property transaction)
- Tangible personal property transactions
- Stock and bond transactions
- Commodity and option transactions
- Banking and other financial institution transactions
- Business operating transactions
- Insurance and annuity transactions
- Estate, trust, and other beneficiary transactions
- Claims and litigation
- Personal and family maintenance
- Benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service
- Retirement plan transactions
- Tax matters
- Digital assets and the content of an electronic communication

GRANT OF SPECIFIC AUTHORITY

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. CHOOSE ONLY the specific authority you WANT to give your agent.)

- Create, amend, revoke, or terminate an inter vivos trust
- Make a gift, subject to the limitations of Section 751.032 of the Durable Power of Attorney Act (Section 751.302, Estates Code) and any special instructions in this power of attorney

- Create or change rights of survivorship
- Create or change a beneficiary designation
- Authorize another person to exercise the authority granted under this Power of Attorney

SPECIAL INSTRUCTIONS APPLICABLE TO GIFTS: I grant my agent the power to apply my property to make gifts outright to or for the benefit of a person, including by the exercise of a presently exercisable general power of appointment held by me, except that the amount of a gift to an individual may not exceed the amount of annual exclusions allowed from the federal gift tax for the calendar year of the gift.

SPECIAL INSTRUCTIONS

The powers granted to my Agent are limited and/or expanded by the following special instructions:

Do your job and you'll keep it!!!

SPECIAL INSTRUCTIONS APPLICABLE TO AGENT COMPENSATION: My agent is entitled to reimbursement of reasonable expenses incurred on my behalf and to compensation that is reasonable under the circumstances.

EFFECTIVE DATE

This Power of Attorney takes effect immediately and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

I shall be considered disabled or incapacitated for purposes of this power of attorney if a physician certifies in writing at a date later than the date this power of attorney is executed that, based on the physician's medical examination of me, I am mentally incapable of managing my financial affairs. I authorize the physician who examines me for this purpose to disclose my physical or mental condition to another person for purposes of this power of attorney. A third party who accepts this power of attorney is fully protected from any action taken under this power of attorney that is based on the determination made by a physician of

my disability or incapacity.

This power of attorney continues until I revoke it, or it is terminated by my death or other event described in Subtitle P, Title 2 of the Texas Estates Code.

I agree that any third party who receives a copy of this document may act under it. Termination of this durable power of attorney is not effective as to a third party until the third party has actual knowledge of the termination. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney. The meaning and effect of this durable power of attorney is determined by Texas law.

Signed this 18 day of October, 2023, at DeSoto, Texas.

A handwritten signature in black ink, appearing to read "Monterio wesco", written over a horizontal line.

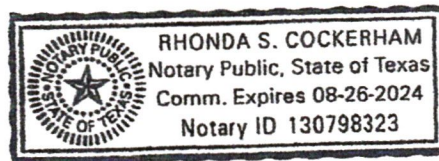
Monterio wesco

STATE OF TEXAS,
DALLAS COUNTY

This document was acknowledged before me on 18 October 2023 by Monterio wesco.

Rhonda S. Cockerham

(signature of notarial officer)



(Seal, if any, of notary) _____

Rhonda S. Cockerham

(printed name)

IMPORTANT INFORMATION FOR AGENT

Agent's Duties

When you accept the authority granted under this power of attorney, you establish a "fiduciary" relationship with the principal. This is a special legal relationship that imposes legal duties on you that continue until you resign or the power of attorney is terminated, suspended, or revoked by the principal or by operation of law. A fiduciary duty generally includes the duty to:

- (1) act in good faith;
- (2) do nothing beyond the authority granted in this power of attorney;
- (3) act loyally for the principal's benefit;
- (4) avoid conflicts that would impair your ability to act in the principal's best interest; and
- (5) disclose your identity as an agent when you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:

(Principal's Name) by (Your Signature) as Agent

In addition, the Durable Power of Attorney Act (Subtitle P, Title 2, Estates Code) requires you to:

- (1) maintain records of each action taken or decision made on behalf of the principal;
- (2) maintain all records until delivered to the principal, released by the principal, or discharged by a court; and
- (3) if requested by the principal, provide an accounting to the principal that, unless otherwise directed by the principal or otherwise provided in the Special Instructions, must include:
 - (A) the property belonging to the principal that has come to your knowledge or into your possession;

(B) each action taken or decision made by you as agent;

(C) a complete account of receipts, disbursements, and other actions of you as agent that includes the source and nature of each receipt, disbursement, or action, with receipts of principal and income shown separately;

(D) a listing of all property over which you have exercised control that includes an adequate description of each asset and the asset's current value, if known to you;

(E) the cash balance on hand and the name and location of the depository at which the cash balance is kept;

(F) each known liability;

(G) any other information and facts known to you as necessary for a full and definite understanding of the exact condition of the property belonging to the principal; and

(H) all documentation regarding the principal's property.

Termination of Agent's Authority

You must stop acting on behalf of the principal if you learn of any event that terminates or suspends this power of attorney or your authority under this power of attorney. An event that terminates this power of attorney or your authority to act under this power of attorney includes:

(1) the principal's death;

(2) the principal's revocation of this power of attorney or your authority;

(3) the occurrence of a termination event stated in this power of attorney;

(4) if you are married to the principal, the dissolution of your marriage by a court decree of divorce or annulment or declaration that your marriage is void, unless otherwise provided in this power of attorney;

FAQs >

USPS Tracking®

X

Your item has been delivered and is available at a PO Box at 11:56 am on April 23, 2024 in MERRIFIELD, VA 22116.

Get More Out of USPS Tracking:

USPS Tracking Plus®

MERRIFIELD, VA 22116
April 23, 2024, 11:56 am

[See All Tracking History](#)

What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)

Text & Email Updates

V

85



Message Detail



Subject

Visa Signature cashRewards - 1520 - \$11339.64 - Other
Account Question

Confirmation #: 240425-042258

Response from Navy Federal

04/26/2024

Hello, Mr. Wesco. Our records indicate your Personal Expense loan is six payments past due in the amount of \$2,358.98 and your Visa Signature cashRewards credit card is five payments past due in the amount of \$1,174.17.

We have received your request and it has been forwarded to the correct department for review. Please allow that department time to review and respond via mail. Should you have any additional questions or require further assistance, please do not hesitate to respond to this message or contact us via the direct toll free [1-800-336-3767](tel:1-800-336-3767) number. Our hours of operation are Monday through Friday from 8:00 am to 9:00 pm and weekends from 9:00 am to 5:30 pm, Eastern time. We look forward to speaking with you.

This is an attempt to collect a debt, and any information obtained will be used for that purpose. If you have filed for bankruptcy, you may no longer be personally liable for this debt. In that case, this notice is purely informational, based on your contact with us, and not an attempt to collect a debt. Please contact your bankruptcy attorney with any questions.

Your Message

04/25/2024

I wesco,monterio/agent on behalf of MONTERIO WESCO/ Principal would like to speak to a underwriter in regards account *****.On april20,2024 a performance along with tender and durable power of attorney which grants me wesco,monterio/agent on behalf of MONTERIO WESCO/Principal legal rights and obligations to handle all banking and other financial institution transactions including estate trust and other

C1

Opportunity To Cure

I Wesco, Monterio/agent on behalf of MONTERIO WESCO/Principal, hereby accept all titles, rights, interest, and equity owed to MONTERIO WESCO/Principal.

I hereby instruct CFO (John Collins) to transfer Principal balance of (\$11,353.14) to the Principals account (4060955752941520). I would also like to redress the contract and revoke and deny Navy Federal Credit Union permission of all highlighted sections on contract that's attached. I also request that account be opened back up as I did not give authorization of closure of the account ending in 1520 and credits are still owed. This is a secured transaction for which collateral securities were given. I am not asking to be released I'm simply seeking for the credits to be transferred to Principal account.

I instruct CFO (John Collins) to communicate in writing within 5 business days giving reason of non-performance of fiduciary duties.

If no communication is made within 5 business days I Wesco, Monterio/agent on behalf MONTERIO WESCO/Principal can assume that instructions have been completed.

Accepted
For Deposit

Credit Card Information Letter

Date (MM/DD/YY)	on Demand 04/18/24
Member's Name	MONTERIO J WESCO
Credit Card Account No. (Last 4 Digits)	1520

Dear MONTERIO J WESCO

We are pleased to furnish the following requested information concerning this credit card account:

Account Status			
Opening date (MM/DD/YY)	Current balance	<input type="checkbox"/> The account is open.	Last statement balance
Last payment amount	Last payment date (MM/DD/YY)	<input type="checkbox"/> This account was closed at the request of the cardholder.	Date
<input type="checkbox"/> This account was closed by Navy Federal.		<input type="checkbox"/> The required monthly payment includes any amount past due PLUS the greater of \$20.00 OR the sum of 1% of the New Balance (excluding interest and fees) PLUS interest and fees charged during the billing cycle. If the New Balance is less than \$20, the minimum payment is the amount of the New Balance (which includes any Past Due Amount.)	
The payoff amount is	Good through (MM/DD/YY)	<input type="checkbox"/> The cardholder has paid as agreed.	
\$ 11,353.14	04/23/24		
The previous card ending in	Was closed on (MM/DD/YY)		
As of the date of this letter, the credit limit on the account is		As a result, the new card ending in was established.	

Transaction Information		
Merchant name		
Amount	Transaction date (MM/DD/YY)	Posting date (MM/DD/YY)

Cardholder Removal Information			
<input type="checkbox"/> Joint cardholder	Name: First	MI	Last
<input type="checkbox"/> Authorized user			Suffix
<input type="checkbox"/> The joint cardholder was removed on _____ and is no longer financially responsible for the account as of that date.			
<input type="checkbox"/> The authorized user was removed on _____ and was not financially responsible for the account.			

For Credit Card Inquiry Use Only	

Account Auditor

\$11,353.14

Credit Card Servicing
PO Box 3501
Merrifield, VA 22119-3501
1-888-842-6328

ELEVEN Thousand Three Hundred Fifty Three Dollars and 14/100

Pay TO Bearer

63

Scheduled Delivery by

FRIDAY

10 May 2024 ⓘ by **6:00pm** ⓘ

Your item has been delivered and is available at a PO Box at 11:42 am on May 10, 2024 in MERRIFIELD, VA 22116.

Get More Out of USPS Tracking:

USPS Tracking Plus®

MERRIFIELD, VA 22116

May 10, 2024, 11:42 am

See All Tracking History

What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)

Text & Email Updates



Proof of Delivery



USPS Tracking Plus®



Product Information





In reply refer to:

15976680

7 May 2024

Mr. Monterio J. Wesco
1137 Harvest Hill Cir
Desoto, TX 75115-5232

Dear Mr. Wesco:

We are in receipt of the documentation you forwarded regarding your Navy Federal account(s).

The documents you provided do not release you from your obligation to Navy Federal, and you remain responsible for the repayment of your debt(s).

Should you have any additional questions or require further assistance, please do not hesitate to contact us toll free at 1-800-336-3767. Our hours of operation are Monday through Friday from 8:00 a.m. to 9:00 p.m. and Saturdays from 9:00 a.m. to 5:30 p.m., Eastern time.

Sincerely,

Collections Department
Navy Federal Credit Union

MG:gm

This is an attempt to collect a debt, and any information obtained will be used for that purpose. If you have filed for bankruptcy, you may no longer be personally liable for this debt. In that case, this notice is purely informational, based on your contact with us, and not an attempt to collect a debt. Please contact your bankruptcy attorney with any questions.

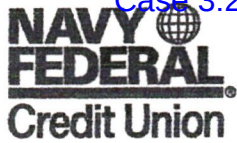
Default Of Notice

I Wesco, Monterio/agent on behalf of MONTERIO WESCO/Principal, hereby accept all titles, rights, interest, and equity owed to MONTERIO WESCO/Principal.

I hereby instruct CFO (John Collins) to transfer Principal balance of (\$11,353.14) to the Principals account (4060955752941520) I request that the account be opened back up, I did not give authorization of closure of the account ending in 1520 and credits are still owed. This is a secured credit transaction for which collateral securities were given. I am not asking to be released I'm simply seeking for the credits to be transferred to Principal account. By not surrendering proper credits you are engaging in security fraud and extortion.

I instruct CFO (John Collins) to communicate in writing within 5 business days giving reason of non-performance of fiduciary duties.

If no communication is made within 5 business days I Wesco, Monterio/agent on behalf MONTERIO WESCO/Principal can assume that instructions have been completed.



Credit Card Information Letter

Date (MM/DD/YY)	04/18/24
Member's Name	MONTERIO J WESCO
Credit Card Account No. (Last 4 Digits)	1520

Dear MONTERIO J WESCO

We are pleased to furnish the following requested information concerning this credit card account:

Account Status			
Opening date (MM/DD/YY)	Current balance	<input type="checkbox"/> The account is open.	Last statement balance
Last payment amount	Last payment date (MM/DD/YY)	<input type="checkbox"/> This account was closed at the request of the cardholder.	Date
<input type="checkbox"/> This account was closed by Navy Federal.		<input type="checkbox"/> The required monthly payment includes any amount past due PLUS the greater of \$20.00 OR the sum of 1% of the New Balance (excluding interest and fees) PLUS interest and fees charged during the billing cycle. If the New Balance is less than \$20, the minimum payment is the amount of the New Balance (which includes any Past Due Amount.)	
Date	Good through (MM/DD/YY)	<input type="checkbox"/> The cardholder has paid as agreed.	
The payoff amount is	Was closed on (MM/DD/YY)		
\$ 11,353.14	04/23/24		
The previous card ending in			
As of the date of this letter, the credit limit on the account is		As a result, the new card ending in was established.	

Transaction Information		
Merchant name		
Amount	Transaction date (MM/DD/YY)	Posting date (MM/DD/YY)

Cardholder Removal Information			
<input type="checkbox"/> Joint cardholder	Name: First	MI	Last
<input type="checkbox"/> Authorized user			Suffix
<input type="checkbox"/> The joint cardholder was removed on _____ and is no longer financially responsible for the account as of that date.			
<input type="checkbox"/> The authorized user was removed on _____ and was not financially responsible for the account.			

For Credit Card Inquiry Use Only

Account Auditor

Credit Card Servicing
PO Box 3501

Merrifield, VA 22119-3501

1-888-842-6328

Eleven Thousand Three Hundred Fifty Three and 14/100

\$ 11,353.14

USPS Tracking®

FAQs >

Tracking Number:

Remove X

EF164984588US



Copy



Add to Informed Delivery

Scheduled Delivery by

WEDNESDAY

22

May
2024 ⓘ

by

6:00pm ⓘ

Your item was delivered to the front desk, reception area, or mail room at 11:49 am on May 23, 2024 in VIENNA, VA 22180. Waiver of signature was exercised at time of delivery.

Get More Out of USPS Tracking:



USPS Tracking Plus®



Delivered

Delivered, Front Desk/Reception/Mail Room

VIENNA, VA 22180

May 23, 2024, 11:49 am

[See All Tracking History](#)

[What Do USPS Tracking Statuses Mean?](#)



In reply refer to:

15976680

30 May 2024

Mr. Monterio J. Wesco
1137 Harvest Hill Cir
Desoto, TX 75115-5232

Dear Mr. Wesco:

We are in receipt of the documentation you forwarded regarding your Navy Federal account(s).

The documents you provided do not release you from your obligation to Navy Federal, and you remain responsible for the repayment of your debt(s).

Should you have any additional questions or require further assistance, please do not hesitate to contact us toll free at 1-800-336-3767. Our hours of operation are Monday through Friday from 8:00 a.m. to 9:00 p.m. and Saturdays from 9:00 a.m. to 5:30 p.m., Eastern time.

Sincerely,

Collections Department
Navy Federal Credit Union

KG:gk

This is an attempt to collect a debt, and any information obtained will be used for that purpose. If you have filed for bankruptcy, you may no longer be personally liable for this debt. In that case, this notice is purely informational, based on your contact with us, and not an attempt to collect a debt. Please contact your bankruptcy attorney with any questions.

RECEIVED

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) **PLAINTIFFS** MONTERO WESCO
1137 Harvest Hill Cir
DeSoto, TX, 75115
(b) County of Residence of First Listed Plaintiff Dallas County
(EXCEPT IN U.S. PLAINTIFF CASES)
(c) Attorneys (Firm Name, Address, and Telephone Number)
Pro se

DEFENDANTS NAVY FEDERAL CREDIT UNION
820 Follin Lane SE
Vienna, VA 22180
County of Residence of First Listed Defendant Fairfax County
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

3-24CV1392-L

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 2 U.S. Government Defendant
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|-----------------------------------------|----------------------------|----------------------------|---------------------------------------------------------------|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input checked="" type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify)
☐ 6 Multidistrict Litigation - Transfer
☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Federal Reserve Act 16
Fed Reserve Act 29 A,B,C, Bill of exchange, Truth in Lending, ECOA
Brief description of cause: Breach of Contract non performance

VII. REQUESTED IN COMPLAINT:
☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
DEMAND \$ 15,000,000
CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY (See instructions):
JUDGE _____ DOCKET NUMBER _____

DATE 6/6/24 SIGNATURE OF ATTORNEY OF RECORD _____

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____